

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

BRENT C. OXLEY,  
Plaintiff,

VS.

PUNEET AGARWAL,  
Defendant.

)  
)  
)  
) CIVIL ACTION NO.  
) 4:20-CV-2388  
)  
) 10:08 A.M.  
)  
)

MOTION HEARING  
BEFORE THE HONORABLE VANESSA D. GILMORE  
JULY 21, 2020

APPEARANCES: (All parties appeared via video conference.)

**FOR PLAINTIFF:**

MR. DANIEL VAUGHN CARSEY  
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**COURT REPORTER:**

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Proceedings recorded by mechanical stenography, transcript  
produced by computer.

## PROCEEDINGS

*(The following proceedings were held via video conference.)*

\* \* \*

**THE COURT:** All right. Good morning. I'm calling the case of Oxley versus Agarwal, Case No. 20-2388.

And who is appearing for the plaintiff, please?

**MR. CARSEY:** Your Honor, Dan Carsey of Hall Estill for the plaintiff.

**THE COURT:** All right. Hi, Mr. Carsey.

I do not do, generally, ex parte TROs, and so my case manager did try to reach out to the defendant and did advise Mr. Agarwal that we would be doing this hearing today by Zoom. He did not want to -- he had some, I don't know, hesitation about using Zoom because he didn't think it was a secure platform. Probably isn't, but, nonetheless, that's what we're using.

So he did send a couple of responses to my case manager regarding this matter. We have -- I told my case manager to file those documents as a response to the motion for temporary restraining order. So they have actually been filed. And then he filed yesterday, I guess, a request for appointment of counsel -- or request that we appoint him counsel, and so we filed that as a motion for appointment of counsel just yesterday.

10:10:05 1 So I have some written responses that I've gotten from  
2 the defendant, and I will consider those to be the defendant's  
3 responses to the temporary restraining order.

10:10:18 4 But then let me get to you, Mr. Carsey, because,  
5 really, what you're asking for almost seems like you're asking  
6 for relief against GoDaddy, not against Mr. Agarwal. He  
7 certainly has the right to pursue a lawsuit in India, if he  
8 wants to, and GoDaddy has the right to say, Hmm, while this is  
9 up in the air, we think we'll exercise our rights under the  
10 contract and just sort of, like, call King's X, like, put the  
11 stuff in the registry of the court, for lack of a better -- you  
12 know, for a comparison, and we're just not going to get involved  
13 in this dispute between these people while they're fighting.

10:11:00 14 And what you're asking me to do is to, essentially,  
15 make GoDaddy do something, not Mr. Agarwal. I can't tell him  
16 not to file a lawsuit.

10:11:10 17 **MR. CARSEY:** Your Honor, I will tell you that as -- as  
18 a Generation Xer, the domain world is certainly complex. I will  
19 tell you that we are in direct communication with GoDaddy.com --

10:11:30 20 **THE COURT:** Okay.

10:11:31 21 **MR. CARSEY:** -- they've been copied on all --

10:11:33 22 **THE COURT:** The U.S. one, or the India one?

10:11:36 23 **MR. CARSEY:** GoDaddy.com, LLC, which is U.S. --

10:11:39 24 **THE COURT:** Okay.

10:11:39 25 **MR. CARSEY:** -- and one of the things I wanted to walk

1 the Court through, if I -- if it may please the Court, I was  
2 going to go through a little bit of -- of -- of the provisions  
3 in the agreement --

10:11:48 4 **THE COURT:** The GoDaddy agreement, you mean?

10:11:50 5 **MR. CARSEY:** Yes, the GoDaddy agreement.

10:11:52 6 **THE COURT:** Okay. Right.

10:11:52 7 **MR. CARSEY:** And then I had some -- some -- I have  
8 about seven exhibits on a presentation, if I could go through  
9 those with you. Is there a way that the Court would permit me  
10 to share the screen?

10:12:06 11 **THE COURT:** Byron, can you do that, or not?

10:12:11 12 **THE CASE MANAGER:** Hey, Judge. I believe I can.

10:12:18 13 **THE COURT:** But can -- before you do that, can I get  
14 an answer to my question?

10:12:22 15 **MR. CARSEY:** Yeah. So GoDaddy does not want to --  
16 they're neutral on this deal. They do not want --

10:12:28 17 **THE COURT:** Right.

10:12:28 18 **MR. CARSEY:** -- to engage in a fight. They want --

10:12:30 19 **THE COURT:** Right.

10:12:31 20 **MR. CARSEY:** -- a TRO from the Court. I have been --  
21 that has been communicated to me. I have also, from the very  
22 beginning when we filed the complaint --

10:12:40 23 **THE COURT:** Indicated to you by whom in what form?

10:12:47 24 **MR. CARSEY:** Paula Zecchini is counsel for -- for  
25 GoDaddy.

10:12:50 1           **THE COURT:** Uh-huh.

10:12:50 2           **MR. CARSEY:** We actually filed a notice of dispute  
3 with GoDaddy back in May. The notice of dispute was because the  
4 Federal Arbitration Act applies to disputes that are directly  
5 with GoDaddy; however, our dispute really isn't with GoDaddy.  
6 Our dispute is with Mr. Agarwal.

10:13:12 7           **THE COURT:** I know, but are you saying that you want a  
8 TRO telling GoDaddy to release the names?

10:13:19 9           **MR. CARSEY:** Yes. Yes.

10:13:20 10          **THE COURT:** So that is really a temporary restraining  
11 order against GoDaddy. It's not against Mr. Agarwal.

10:13:26 12          **MR. CARSEY:** Oh, yeah, but he's -- he's -- he's --  
13 he's entitled to be notified of this, but, yeah, I've notified  
14 GoDaddy, and they're --

10:13:32 15          **THE COURT:** I know, but what -- who you're asking me  
16 to restrain is GoDaddy from enforcing the provisions of their --  
17 of their contract --

10:13:40 18          **MR. CARSEY:** Well --

10:13:41 19          **THE COURT:** -- and I --

10:13:41 20          **MR. CARSEY:** Well --

10:13:41 21          **THE COURT:** -- and you don't have a lawsuit against  
22 GoDaddy.

10:13:44 23          **MR. CARSEY:** Well, in part. I'm also asking for the  
24 Court to enjoin Mr. Agarwal from locking or otherwise  
25 obstructing plaintiff's rights to access and use and transfer

1 the --

10:13:56 2 **THE COURT:** Wait a minute. Isn't GoDaddy doing that?  
3 Because all he did was file a lawsuit, right?

10:14:00 4 **MR. CARSEY:** No. GoDaddy isn't doing that.  
5 Mr. Agarwal is attacking my client's domains on the marketplace.  
6 He is --

10:14:09 7 **THE COURT:** I know, but I'm saying -- I'm asking --  
8 hold on. Let me make sure I'm getting my question in.

10:14:14 9 He filed his lawsuit in India. GoDaddy has these  
10 names on their platform. They have said, Hmm, he has filed a  
11 lawsuit about it. You-all say that you're entitled to it as  
12 well. How about we just say King's X, and we're just going to,  
13 like, lock them up until you guys get your situation resolved.

10:14:32 14 You're asking me to tell GoDaddy to go ahead and  
15 unlock it while there's still litigation, which potentially puts  
16 them at risk.

10:14:39 17 **MR. CARSEY:** No, it does not. It does not, at all.  
18 The reason being is that they are -- they have intentionally not  
19 been named a party for that reason. The reason why -- and I can  
20 go through the provisions --

10:14:49 21 **THE COURT:** No, no. I'm talking about at risk from  
22 Mr. Agarwal. He can sue them.

10:14:53 23 **MR. CARSEY:** No, because he doesn't have a contract  
24 with GoDaddy.com, LLC. So there's -- he is contracted with  
25 GoDaddy India Web Services, Pvt. Ltd.

10:15:04 1  
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10:16:04 18  
10:16:06 19  
10:16:08 20  
10:16:10 21  
10:16:13 22  
23  
10:16:19 24  
10:16:19 25

**THE COURT:** Right.

**MR. CARSEY:** Our domains are set with GoDaddy.com, LLC. "Dot com" is the ending of our domains. If you're in India, your domains are going to end with --

**THE COURT:** You're misunderstanding me. I'm not saying that he's suing them on a contract that he has with them. He could sue them for tortious interference for giving you Web sites that he -- that they knew he had a claim for.

**MR. CARSEY:** Well, no. They can't because the same -- the same terms apply to Mr. Agarwal and Mr. Oxley. They can, at their sole discretion at any time, release -- and they have told me directly, All we need is a U.S. court order, because this is a U.S. contract between Mr. Oxley and GoDaddy.com.

And quite frankly, I believe GoDaddy's wanting that so that it -- it justifies them releasing.

Now, here's the deal: In the provisions in the agreement that I want to show you, one of the --

**THE COURT:** Have you figured it out, Byron?

Byron, did you figure it out?

**THE CASE MANAGER:** Yes. Yes, Your Honor.

**THE COURT:** Okay. What does he have to do?

**THE CASE MANAGER:** Oh, I'm going to make Mr. Carsey a cohost, and that should give him access.

**THE COURT:** Okay.

**THE CASE MANAGER:** So I'm doing that now.

10:16:21 1

**THE COURT:** Okay.

10:16:23 2

**THE CASE MANAGER:** He's a cohost.

10:16:24 3

4

**THE COURT:** Okay. Mr. Carsey, can you go ahead and do it now? Do you know how to do it?

10:16:28 5

**MR. CARSEY:** Yes.

10:16:29 6

7

**THE COURT:** Once you're a host, you can do the screen share.

10:16:31 8

**MR. CARSEY:** Yeah. Let me go to the agreement.

10:16:34 9

Yep. We're going to the -- to the exhibit now.

10:16:39 10

**THE COURT:** Okay.

10:16:49 11

12

**MR. CARSEY:** Okay. Your Honor, I'm going to scroll up to the page before this. This is Exhibit 1 to the motion, okay?

13

This --

10:16:54 14

**THE COURT:** The motion that I already have?

10:16:56 15

**MR. CARSEY:** Yes.

10:16:56 16

**THE COURT:** Okay. I have that in front of me.

10:16:59 17

**MR. CARSEY:** Okay. Now --

10:17:00 18

**THE COURT:** I have --

10:17:01 19

**MR. CARSEY:** Yes. Exhibit 1.

10:17:04 20

21

**THE COURT:** Right. I have the whole motion in front of me. I mean, I have the motion, but is there something -- is

22

it different than what I have?

10:17:12 23

24

**MR. CARSEY:** No, it's not different than what you have.

10:17:13 25

**THE COURT:** Okay. Okay. Okay.



10:17:15 1           **MR. CARSEY:** It's not different, at all. I'm just --

10:17:17 2           **THE COURT:** Okay.

10:17:17 3           **MR. CARSEY:** I wanted to highlight and kind of --  
4 because I know the motion's got a bunch of papers to it.

10:17:22 5           **THE COURT:** Okay.

10:17:22 6           **MR. CARSEY:** Okay. So this is where GoDaddy says,  
7 Hey, we reserve the right, for any reason, sole discretion to  
8 lock, okay?

10:17:29 9           Now, I'll take you down to the next page.

10:17:32 10          **THE COURT:** Uh-huh.

10:17:33 11          **MR. CARSEY:** And it says: (Reading) Threatened legal  
12 action without consideration whether such legal action or  
13 threatened legal action is eventually determined to be with or  
14 without merit.

10:17:43 15          **THE COURT:** Right.

10:17:44 16          **MR. CARSEY:** Now, when I --

10:17:45 17          **THE COURT:** So they saw his lawsuit. So they just  
18 decided to go ahead and lock it so that they didn't face any  
19 potential liability.

10:17:51 20          **MR. CARSEY:** Yes.

10:17:51 21          **THE COURT:** Okay.

10:17:52 22          **MR. CARSEY:** Now, in talking with GoDaddy, okay -- and  
23 they have been notified on everything in this matter, and they  
24 are accepting of an order from the Court telling them to lock  
25 it -- is that they didn't want to get into the position of

1 having to decide whether Mr. Agarwal had some exclusive broker  
2 agreement -- which there is no such thing.

10:18:15 3 They didn't want to get into the -- the position of  
4 having to decide whether he had a right or some court order  
5 saying that those had to remain locked, which he doesn't. They  
6 wanted a court to determine whether he has an exclusive  
7 broker -- broker -- broker agreement.

10:18:34 8 **THE COURT:** Right. They're just a neutral. They're  
9 just caught between the two of you guys, and they don't want any  
10 part of y'all's dispute. They're saying, Hey, King's X. We're  
11 just throwing up our hands, and when y'all get your two disputes  
12 figured out, then let us know.

10:18:47 13 **MR. CARSEY:** Yeah. And, Your Honor, we have -- in  
14 operating our business, this is how we economically operate. He  
15 has no right to say, Well, I can stop you from doing any and all  
16 of this. He has no contract. He has no legal right, no court  
17 order.

10:19:03 18 We found out about the Indian case when GoDaddy.com,  
19 LLC, earlier this year informed us that, Hey, we've locked them  
20 because GoDaddy has been made aware that they've been sued in  
21 India.

10:19:16 22 **THE COURT:** Right.

10:19:16 23 **MR. CARSEY:** We said, Okay, GoDaddy. How do we remedy  
24 this? They said --

10:19:22 25 **THE COURT:** So you guys are involved in that Indian

1 litigation, as I understand it, correct?

10:19:26 2 **MR. CARSEY:** No, we're not. My client has not been  
3 served. In fact, one of the things I wanted to point to your  
4 attention, Your Honor, since I'm sharing the screen, if I can --  
5 if you can hold on a second, I'm going to zoom out and go to  
6 something else here real quick.

10:19:43 7 **THE COURT:** Okay.

10:19:54 8 Okay. Because I'm trying to look at something...

10:19:59 9 **MR. CARSEY:** Okay, Your Honor. On Exhibit -- on  
10 Exhibit 9 that's attached to the motion that I put up here on  
11 the screen --

10:20:06 12 **THE COURT:** Uh-huh.

10:20:06 13 **MR. CARSEY:** -- his -- his whole ordeal -- he tells us  
14 his plan right here, okay? He says: (Reading) I'm going to sue  
15 GoDaddy. I'm going to cause the stop of your business, the  
16 transfer of these domains -- domains that he does not own, and  
17 the ownership is undisputed.

10:20:22 18 What he's claiming is, I've got some exclusive broker  
19 agreement that I'm entitled to, you know, all these monies.  
20 Well, what's interesting is, is that he has halted the -- the  
21 sale of these domains. So there's no commissions, period, but  
22 most importantly, if you look here on the first paragraph at the  
23 end of the line, he says: (Reading) Till now -- and this is in  
24 April of this year.

10:20:46 25 He says: (Reading) Till now, I never, ever thought to

1 bring your other domains in trouble. But now I will act as you  
2 only gave me. Okay?

10:20:55 3 He's making the statement saying, I'm coming after  
4 every domain you've got in the universe. In fact -- and if --  
5 if -- you've probably seen from their responses that they've  
6 filed -- or his e-mails that are responses and supplemental  
7 response, he added on there an e-mail called  
8 "Legal@namecheap.com." Namecheap.com is another registrar like  
9 GoDaddy where my client has other domains that are situated.

10:21:27 10 So not only --

10:21:28 11 **THE COURT:** You mean in the -- you mean in the India  
12 lawsuit?

10:21:31 13 **MR. CARSEY:** No, no, no, no. This is with this  
14 lawsuit. Yesterday, he -- he noted -- he added to an e-mail  
15 that's in the response at the very top --

10:21:43 16 **THE COURT:** Okay. It says this is an e-mail from  
17 yesterday, and it says -- da, da, da -- he's in India. He has  
18 21 days to respond. (Reading) I would like to kindly issue  
19 notice --

10:21:56 20 **MR. CARSEY:** (Indiscernible.)

10:21:56 21 **THE COURT:** -- (Reading) Namecheap to lock these two  
22 domain names as to the registrar.

10:22:01 23 I don't know what that means, he'd like to issue  
24 notice to namecheap. That doesn't have anything to do with me.  
25 Obviously, if --

10:22:07 1           **MR. CARSEY:** Well --

10:22:07 2           **THE COURT:** -- he wants to be involved in the  
3 lawsuit -- wait. Stop. We can't talk at the same time.  
4 There's a court reporter. You hear me still talking.

10:22:15 5           Obviously, he wants to add somebody as a third party  
6 to this lawsuit. That's up to him. I'm not giving him a  
7 lawyer. He's filed a motion for appointment of counsel, but I  
8 don't have any ability or means of appointing counsel in a civil  
9 case.

10:22:28 10          But hold on a second. I'm looking for something else  
11 that I thought I saw in this message. I thought that there was  
12 something in here saying that Mr. Oxley was already involved and  
13 had responded or done something with respect to the litigation  
14 in India. It was either in this message or the one that he sent  
15 the day before.

10:22:46 16          Are you saying that that's just completely not true?

10:22:48 17          **MR. CARSEY:** No. In fact, Your Honor, we -- we  
18 attached to our reply yesterday the -- the court docket, which  
19 if you -- it's document No. 9-1, page 1.

10:23:07 20          **THE COURT:** Oh, I don't have that. I didn't get that.

10:23:10 21          **MR. CARSEY:** Okay.

10:23:11 22          **THE COURT:** Was that something you just filed?

10:23:13 23          **MR. CARSEY:** I filed it yesterday afternoon in  
24 response to his e-mails.

10:23:16 25          **THE COURT:** I did not see it. I'm sorry.

10:23:18 1           **MR. CARSEY:** Well, I attached the court record, and  
2 what's happening is every -- every couple of months from  
3 April 17th of 2020, January 28th of 2020, on July 20th, 2020,  
4 the court keeps saying, Mr. Agarwal, you know, we're still  
5 awaiting notices and summons, and that -- GoDaddy in India  
6 hasn't even been served with this case.

10:23:52 7           Essentially --

10:23:53 8           **THE COURT:** Basically, you're saying that it's  
9 unlikely that anything is going to come of the cases in India at  
10 this point.

10:23:59 11          **MR. CARSEY:** Absolutely. He, basically, has filed it  
12 and said, Hey, GoDaddy, I'm threatening a legal action. And  
13 GoDaddy's sitting here going, Yeah, you guys go hash it out  
14 because, you know, we -- we -- we're not going to be the arbiter  
15 of whether, you know, Mr. Agarwal has an exclusive broker  
16 agreement on these domains or not.

10:24:22 17          **THE COURT:** Okay.

10:24:23 18          **MR. CARSEY:** And --

10:24:24 19          **THE COURT:** And so you -- he -- your client has not  
20 been served in India and has not appeared and not met -- made --  
21 filed any notice of appearance, at all, in the court in India?

10:24:33 22          **MR. CARSEY:** No, Your Honor.

10:24:34 23          **THE COURT:** So whatever happens in the court in India,  
24 that's -- y'all aren't concerned with that at this point in  
25 time?

10:24:40 1 **MR. CARSEY:** No, not at all.

10:24:41 2 **THE COURT:** The only thing that we're concerned about,  
3 then, is this litigation, this lawsuit that your client is  
4 concerned about.

10:24:46 5 **MR. CARSEY:** Yes. Yes. Mr. Oxley offices at 2646  
6 South Loop Freeway West in Houston, Texas, and -- and, you know,  
7 he's got several employees. He's trying to maintain a business,  
8 and it's almost like if this TRO's not entered, then by  
9 default --

10:25:07 10 **THE COURT:** So who is it -- you're saying -- are you  
11 representing to me that GoDaddy's lawyer has -- has indicated --  
12 and what was her name again, please?

10:25:15 13 **MR. CARSEY:** Paula Zecchini.

10:25:19 14 **THE COURT:** Paula Zecchini?

10:25:20 15 **MR. CARSEY:** Uh-huh.

10:25:20 16 **THE COURT:** How did you say -- how do you spell that?

10:25:22 17 **MR. CARSEY:** Let me spell it for you. Hold on a  
18 second. I'm going to look at the motion. There was service.

10:25:27 19 It's Z-E-C-C-H-I-N-I, and she's at Cozen O'Connor.

10:25:40 20 **THE COURT:** In Houston?

10:25:42 21 **MR. CARSEY:** No. Seattle, Washington, is where  
22 their -- their corporate legal department is.

10:25:48 23 **THE COURT:** So is GoDaddy India and GoDaddy U.S., are  
24 they related in some way?

10:25:55 25 **MR. CARSEY:** They're -- they're sister entities.

1 They're not -- so, for example, GoDaddy -- GoDaddy, Inc., is the  
2 worldwide corporation, and, of course, through GoDaddy, Inc.,  
3 you've got ownership. GoDaddy.com, LLC, which is United States,  
4 and then the GoDaddy India Web Services, Pvt. Ltd., is India.

10:26:25 5 **THE COURT:** So who are you asking for an injunction  
6 against, GoDaddy U.S. or GoDaddy India?

10:26:31 7 **MR. CARSEY:** GoDaddy U.S. and Mr. Agarwal.

10:26:38 8 **THE COURT:** What's the injunction against him? What  
9 would I be enjoining him from doing?

10:26:42 10 **MR. CARSEY:** Well --

10:26:42 11 **THE COURT:** Pursuing his litigation, or what?

10:26:44 12 **MR. CARSEY:** No. I am not trying to stop him from  
13 pursuing --

10:26:47 14 **THE COURT:** I know, but what is it that I could be  
15 enjoining him from doing at this point, doing what?

10:26:51 16 **MR. CARSEY:** Obstructing our ability to sell -- he  
17 keeps getting into the middle of our --

10:26:56 18 **THE COURT:** How is he doing that right now? Is it  
19 because he filed the lawsuit? Because that's what GoDaddy is  
20 saying, right?

10:27:02 21 **MR. CARSEY:** No. He's blasting -- he's blasting  
22 e-mails. Let me give you an example, Your Honor. There's-- the  
23 next e-mail I want to throw up on the screen --

10:27:10 24 **THE COURT:** E-mails to whom?

10:27:11 25 **MR. CARSEY:** Third -- third parties on the market, and



1 selling these -- trying to sell these domains.

10:27:21 2 Okay. So right here, it's one -- I'm going to go to  
3 the bottom and start just so it's chronological order. So this  
4 is as late -- this is as late as July 16th, okay? This is  
5 Mr. Agarwal's e-mail account.

10:27:38 6 **THE COURT:** Okay. And who's --

10:27:39 7 **MR. CARSEY:** This is a broker. Kris Howard is a  
8 broker -- one of the brokers that Oxley uses.

10:27:46 9 **THE COURT:** Okay.

10:27:46 10 **MR. CARSEY:** So Drone.com is one of the domains that  
11 is in this group here, and --

10:27:51 12 **THE COURT:** And Kris Oxley -- Kris --

10:27:54 13 **MR. CARSEY:** Howard.

10:27:55 14 **THE COURT:** Kris Howard wrote: (Reading) How can I  
15 help in regards to the Drone.com domain?

10:28:02 16 **MR. CARSEY:** Yeah.

10:28:02 17 **THE COURT:** Okay.

10:28:03 18 **MR. CARSEY:** Mr. Agarwal goes: (Reading) How much  
19 he's asking?

10:28:05 20 And then Kris Howard says: (Reading) Only accepting  
21 serious offers. However, thank you for the interest.

10:28:11 22 Mr. Agarwal says: (Reading) One million.

10:28:15 23 **THE COURT:** Uh-huh.

10:28:15 24 **MR. CARSEY:** Kris Howard then says: (Reading) What do  
25 you want to use the domain for, and what company do you

1 represent?

10:28:20 2 **THE COURT:** Uh-huh.

10:28:20 3 **MR. CARSEY:** He says: (Reading) What does it matter  
4 to you? Concentrate on money.

10:28:23 5 **THE COURT:** Wait, wait, wait. Stop, stop, stop. I  
6 can't -- you're going too fast.

10:28:26 7 Oh, okay. I see where you are. (Reading) How does it  
8 matter to you?

10:28:30 9 Going up, okay.

10:28:32 10 **MR. CARSEY:** (Reading) Concentrate on money. You will  
11 get commission.

10:28:34 12 And then Agarwal responds with: (Reading) By the way,  
13 you cannot sell Drone. It's under legal dispute, and you're  
14 marketing for -- you know, I'm not going to speak that way.

10:28:46 15 **THE COURT:** Okay. I've heard the word before, you  
16 know.

10:28:51 17 **MR. CARSEY:** As a former law clerk, I respect the  
18 Court too much.

10:28:54 19 **THE COURT:** All right. Go ahead. And then what else?

10:28:57 20 **MR. CARSEY:** This is the kind of stuff that is  
21 happening --

10:28:59 22 **THE COURT:** Okay. Wait a minute. I'm lost in terms  
23 of what this has to do with what's going on with this case. I'm  
24 lost.

10:29:05 25 Tell me what this -- you said stop him from writing

1 e-mails. He's negotiating trying to sell Drone.com. Is  
2 Drone.com part of this deal, or what? I don't understand.

10:29:14 3 **MR. CARSEY:** No. Puneet Agarwal is not negotiating  
4 Drone. Kris Howard is the broker, okay? He's trying to broker  
5 a deal for Drone.com. Mr. Agarwal is inquiring as to, How much  
6 you're asking for? How much you're looking for? You can't do  
7 this.

10:29:30 8 **THE COURT:** And what?

10:29:31 9 **MR. CARSEY:** He -- Mr. Agarwal is telling Mr. Howard,  
10 You can't sell this. You can't do this. It's contempt of  
11 court, okay?

10:29:42 12 **THE COURT:** No, that wasn't Mr. Agarwal saying that.  
13 I thought that was Mr. Howard saying that.

10:29:46 14 **MR. CARSEY:** No. That's Puneet. Look at the very top  
15 of that page.

10:29:48 16 **THE COURT:** Okay. (Reading) By the way, you cannot  
17 sell Drone. It's under legal dispute, and you're marketing  
18 for -- and you're marketing for it.

10:29:55 19 Okay. What -- is Drone part of the legal dispute in  
20 India?

10:29:58 21 **MR. CARSEY:** No. Well, that I don't know off the top  
22 of my head, Your Honor. I don't know.

10:30:05 23 **THE COURT:** So -- so there's two legal disputes.  
24 There's one in India, and there's one here. Is Drone part of  
25 the legal dispute in this case?

10:30:12 1           **MR. CARSEY:** Yeah. Well, all -- all we know is that  
2 GoDaddy has locked Drone.com along with the other ones that are  
3 listed in the motion. There's 26 that have been locked.

10:30:23 4           **THE COURT:** So what was the date of this? July 16th.  
5 So as of July 16th, had GoDaddy locked it?

10:30:28 6           **MR. CARSEY:** Well, no, this is July 16th of -- of this  
7 year.

10:30:32 8           **THE COURT:** Right, of this year. Had GoDaddy locked  
9 it by -- by then, locked --

10:30:37 10          **MR. CARSEY:** Yes. They had it all locked in January  
11 of 2020.

10:30:43 12          **THE COURT:** Oh, since January. Okay.

10:30:46 13          **MR. CARSEY:** Yes.

10:30:46 14          **THE COURT:** And so you're saying he should not have  
15 told the guy that it was -- that it was locked because of this  
16 dispute?

10:30:54 17          **MR. CARSEY:** Well, it wasn't -- so contempt of court,  
18 I mean, there's been no court order entered whatsoever, at all.  
19 There's been a threat of a legal action, which is -- is out  
20 there in India, but that has nothing to do with daddy dot --  
21 GoDaddy.com, LLC, or Mr. Oxley and his business sitting in  
22 Houston, Texas.

10:31:15 23               Our registrar contract is with GoDaddy.com, LLC, not  
24 with GoDaddy Web Site [sic] Services, Pvt. Ltd., and so --

10:31:25 25          **THE COURT:** And so who started this conversation? Was

1 this Mr. -- the other gentleman writing to him trying to figure  
2 out whether he could get a sale as a broker?

10:31:35 3 **MR. CARSEY:** Yes. Basically, he's -- there was a -- I  
4 guess -- I'm assuming that Mr. Agarwal reached out because  
5 Mr. Kris Howard is writing and saying, How can I help in regards  
6 to the Drone.com domain?

10:31:49 7 And, Your Honor, if -- you know, the reality is, is he  
8 is going -- this is just an example. He is blasting me and my  
9 law office, my client with e-mails and texts. I -- you know,  
10 one of the things I want to show you on the screen is the text  
11 that I -- that my client got from yesterday --

10:32:09 12 **THE COURT:** Okay.

10:32:10 13 **MR. CARSEY:** -- and it's -- it's certainly harassment.  
14 But this is the kind of stuff that we're getting multiple times  
15 daily from Mr. Agarwal to my client.

10:32:22 16 **THE COURT:** Can you make it any bigger?

10:32:23 17 **MR. CARSEY:** Yes.

10:32:25 18 **THE COURT:** I can't quite read it.

10:32:27 19 **MR. CARSEY:** This was yesterday at 4:24.

10:32:29 20 **THE COURT:** Going to start at the top or the bottom?

10:32:32 21 **MR. CARSEY:** You can start wherever. This is just  
22 his -- my client is not responding to him, at all, right now.  
23 So --

10:32:40 24 **THE COURT:** No. Who is this message from and to?

10:32:42 25 **MR. CARSEY:** This message is -- this is Puneet Agarwal

1 at the top, and it's to my client, Mr. Brent Oxley.

10:32:49 2 Go down.

10:32:49 3 **THE COURT:** Okay.

10:33:04 4 *(The Court reviews document.)*

10:33:05 5 **THE COURT:** Okay. So he's just -- he's being an ass,  
6 and you want him to stop sending text messages with stupid  
7 little pictures and being an asshole?

10:33:16 8 **MR. CARSEY:** Well, Your Honor --

10:33:17 9 **THE COURT:** I mean, I could say that, but tell -- tell  
10 me how much good that's going to do, for me to say, "Stop  
11 sending him text messages." I could actually issue an order  
12 that said that --

10:33:27 13 **MR. CARSEY:** Yeah.

10:33:27 14 **THE COURT:** -- "do not contact the plaintiff directly.  
15 He has counsel." Do you think -- do you think that's going to  
16 do any good?

10:33:33 17 **MR. CARSEY:** Your Honor --

10:33:34 18 **THE COURT:** And if he violates my order, then what do  
19 I do?

10:33:37 20 **MR. CARSEY:** Yeah. Your Honor, I understand -- I  
21 understand exactly your points here. What my concern is, is  
22 that without any action being taken, it essentially means that  
23 the shutdown of my client's business, which is completely  
24 unfair -- if Mr. Agarwal has money damages to claim, he can seek  
25 money damages, but he doesn't get to shut down my client's

1 business without any contract or any legal right to do that.

10:34:03 2 **THE COURT:** And tell me what you have beyond money  
3 damages, because I'm trying to figure out what the irreparable  
4 injury is here. What do you have beyond money damages?

10:34:12 5 **MR. CARSEY:** Well, when I have -- when I look at this,  
6 right now we cannot operate our business because domains are  
7 locked. So first of all, that's irreparable because we cannot  
8 operate, at all. We cannot operate our business.

10:34:26 9 It is -- that is very clear, that when you look at,  
10 you know, the issue of irreparable harm, you also look to --  
11 to -- to rights that are economic, but you also look at the  
12 nature and the circumstances upon which those economic rights  
13 are established, and, you know, this isn't a dollar value loss  
14 type deal.

10:34:51 15 This is we've got prospective buyers that are unique  
16 on the market. Not everybody's going to want a particular  
17 domain. It's going to be very unique to their business.

10:35:03 18 Right now, we've got -- we've had and we've got  
19 several people that are interested in -- in -- in these domains  
20 and talking about them, but right now, they don't -- they don't  
21 want to get involved in this, at all, and -- and yet, when we  
22 look at this, this is completely enjoining us from operating our  
23 business and enjoying the economic right to operate a business  
24 in Houston, Texas.

10:35:32 25 **THE COURT:** Okay. But exactly -- let me make sure --

1 I'm trying to figure out exactly what you're asking this TRO --  
2 the TRO is against Mr. Agarwal, and you want me to enjoin him  
3 from -- say exactly what you want me to enjoin him from doing.

10:35:46 4 **MR. CARSEY:** We want to enjoin him from obstructing --

10:35:50 5 **THE COURT:** No. "Obstructing" is too vague. What is  
6 it that -- I'm looking at your order for temporary restraining  
7 order --

10:35:56 8 **MR. CARSEY:** Okay.

10:35:56 9 **THE COURT:** -- and -- and you want a restraining order  
10 restraining GoDaddy.com.

10:36:05 11 **MR. CARSEY:** That's true.

10:36:06 12 **THE COURT:** So you have -- you're asking for a  
13 restraining order against somebody who's not a party to this  
14 case. Let me just tell you this: I'm not doing that. I'm not  
15 doing any restraining order against GoDaddy.

10:36:17 16 So then tell me what restraining order you want  
17 against Mr. Agarwal.

10:36:22 18 **MR. CARSEY:** Then I want an order enjoining him from  
19 lock- -- from locking or interfering with our contractual rights  
20 to use --

10:36:42 21 **THE COURT:** How is he interfering with contractual  
22 rights, because he filed that lawsuit?

10:36:48 23 **MR. CARSEY:** No, Your Honor. First of all, he has  
24 no -- there's no exclusive brokerage agreement -- or no  
25 agreement, at all.



10:36:54 1           **THE COURT:** No. I want to know -- I have to be  
2 specific. "Interfering," that's just too vague. I have to  
3 be -- it has to be something very specific.

10:37:01 4           I will need to know how you say he is interfering  
5 because right now, the way that it looks to me that he is  
6 interfering, is by virtue of the fact that he filed a lawsuit.  
7 And GoDaddy India has been served in that lawsuit, correct?

10:37:18 8           **MR. CARSEY:** From what I understand, not yet.

10:37:21 9           **THE COURT:** I think -- I think they have.

10:37:24 10          **MR. CARSEY:** I don't -- I don't know because I'm not  
11 familiar with the lawsuit, at all. All I know is that we have  
12 not been served, and we have not even been informed of what the  
13 India lawsuit's about.

10:37:36 14          **THE COURT:** Okay. Well -- okay. But so he's got this  
15 lawsuit pending in India, and as a result of that, GoDaddy is  
16 like, Oh, King's X, we're just going to, like, put a hold on  
17 everything until there's some resolution.

10:37:51 18          So "interfering," in this instance, is his pursuit of  
19 a claim in a lawsuit in India, is what has caused GoDaddy U.S.  
20 to decide to lock up all the domain names here. So when you say  
21 interfere, you're saying you want me to send out a restraining  
22 order that restrains him from pursuing litigation in India?  
23 Because that's what he's doing that's causing GoDaddy to act as  
24 it has here in the United States.

10:38:20 25          **MR. CARSEY:** No. What I'm -- what I'm asking the

1 Court is, okay, he is interfering, okay, by claiming that he was  
2 a exclusive broker, okay, on these --

10:38:33 3 **THE COURT:** And he's making that claim where, in the  
4 India lit- -- in the India litigation?

10:38:38 5 **MR. CARSEY:** Well, he is just -- he's just doing this  
6 without any purpose whatsoever.

10:38:43 7 **THE COURT:** I know, but, I mean, that's where he's  
8 making that claim. His claim in the India litigation is that,  
9 I'm the one who has the brokerage deal, and he shouldn't be  
10 allowed to sell any of this stuff.

10:38:54 11 **MR. CARSEY:** Yes.

10:38:54 12 **THE COURT:** So that's where it's happening. You're  
13 saying that you want me to enjoin him from pursuing that  
14 litigation in India saying that he's exclusive broker.

10:39:04 15 **MR. CARSEY:** I don't mind him pursuing the claims, and  
16 quite honestly, Your Honor, I can certainly see where you're  
17 coming from. But the reality is, is that if -- if -- if  
18 GoDaddy -- in talking to GoDaddy, okay, has said that this is  
19 the way that the -- that they do -- handle these matters and get  
20 a TRO so that it opens things back up, then that is exactly what  
21 we're trying to do under our GoDaddy.com, LLC, contract.

10:39:37 22 He's not -- he's not a party to any agreement with  
23 GoDaddy.com, LLC.

10:39:42 24 **THE COURT:** Okay. Then you need to sue GoDaddy. You  
25 need to have GoDaddy in here because I'm not enjoining GoDaddy

1 from doing anything in this lawsuit.

10:39:50 2 **MR. CARSEY:** Well, Your Honor --

10:39:51 3 **THE COURT:** I'm not issuing an injunction against  
4 GoDaddy in a lawsuit between you and Agarwal.

10:39:56 5 **MR. CARSEY:** Your Honor, if -- if GoDaddy.com, LLC,  
6 filed a consent with the Court --

10:40:03 7 **THE COURT:** If they intervene in this litigation, and  
8 then I can have some lawyer to talk to, tell them to intervene  
9 as an interested party, if they want to. But why would you be  
10 trying to tell me that I should do a TRO against somebody who's  
11 not even a party to this litigation?

10:40:19 12 **MR. CARSEY:** Your Honor, they -- GoDaddy has said and  
13 has consented to this, and that's why I've copied them on this  
14 motion --

10:40:26 15 **THE COURT:** Give me something in writing. Give me  
16 something in writing.

10:40:29 17 **MR. CARSEY:** Okay.

10:40:29 18 **THE COURT:** You just telling me, Oh, GoDaddy's good  
19 with this, how do I know that, because you said so?

10:40:34 20 **MR. CARSEY:** Well, Your Honor --

10:40:35 21 **THE COURT:** Tell them to intervene or to send an  
22 affidavit. Even your -- even your motion for temporary  
23 restraining order doesn't have any affidavit attached to it,  
24 which is not the norm.

10:40:44 25 **MR. CARSEY:** The --

10:40:44 1           **THE COURT:** I don't even have an affidavit attached to  
2 your motion for -- for temporary restraining order.

10:40:49 3           **MR. CARSEY:** Your Honor --

10:40:49 4           **THE COURT:** A motion for temporary restraining order  
5 is supposed to be accompanied by an affidavit, and it's not even  
6 accompanied by one.

10:40:55 7           **MR. CARSEY:** Your Honor, I'm relying on the verified  
8 complaint.

10:41:00 9           **THE COURT:** Okay. Where's the verification, from your  
10 client? Where's his verification? I don't see a verification  
11 from your client.

10:41:11 12           **MR. CARSEY:** It should have been attached. I can  
13 definitely send it to the Court. I know we got it.

10:41:18 14           **THE COURT:** You did?

10:41:19 15           **MR. CARSEY:** Yes.

10:41:20 16           **THE COURT:** Okay. We're looking for it. Could have  
17 overlooked it, but I didn't see it. I didn't see a  
18 verification.

10:41:33 19           So where's something in writing from GoDaddy, a  
20 verification or an affidavit from them? You got one that you  
21 can send me?

10:41:40 22           **MR. CARSEY:** No. I can definitely get one for you to  
23 send you.

10:41:46 24           **THE COURT:** Because right now I'm not going to issue  
25 any injunction against them, and the injunction that you want me

1 to issue against Agarwal is, basically, for him not to pursue  
2 his litigation in India, and I'm not doing that, either.

10:42:00 3 7A -- I'm looking for the verification. I do not see  
4 a verification. Do I have one?

10:42:06 5 **MR. CARSEY:** Your Honor, we had a verification -- what  
6 it says -- we have a verification attached to the complaint.

10:42:11 7 **THE COURT:** Oh, to the complaint, not to the motion.  
8 Oh, okay.

10:42:15 9 **MR. CARSEY:** I was just relying on the verified  
10 complaint in the motion.

10:42:19 11 **THE COURT:** Okay. Because this temporary restraining  
12 order seeks a restraining order against GoDaddy, restraining  
13 GoDaddy from locking or otherwise obstructing plaintiff's right  
14 of access to and use and transfer. Okay. So that's a no  
15 because they're not even a party to this case.

10:42:36 16 They want to file an affidavit saying, We're happy to  
17 have a restraining order against us. If we just get one from  
18 the Court, we'll do it, file the affidavit.

10:42:44 19 **MR. CARSEY:** Okay.

10:42:44 20 **THE COURT:** The damages, blah, blah, blah, and then --

10:42:48 21 **MR. CARSEY:** Your Honor --

10:42:50 22 **THE COURT:** Yeah. There's nothing in here actually  
23 restraining Agarwal. This whole order that you sent me  
24 restrains GoDaddy, and GoDaddy alone.

10:42:59 25 **MR. CARSEY:** Hold on a second.

1           **THE COURT:** (Reading) Defendant was not notified of a  
2 hearing --

3           **MR. CARSEY:** GoDaddy.com, LLC, and defendant. So on  
4 page 1 --

5           **THE COURT:** Okay.

6           **MR. CARSEY:** -- in the proposed order --

7           **THE COURT:** From locking or otherwise obstructing.  
8 Who's the one that locked it? Only GoDaddy has locked it,  
9 right?

10          **MR. CARSEY:** Well, yes. He has said --

11          **THE COURT:** Okay.

12          **MR. CARSEY:** He has said that the -- there's a court  
13 order that would require them to lock it. I mean, there's just  
14 so many e-mails in this thing, Your Honor, I'm trying to  
15 simplify for the Court.

16           Your Honor, if I could --

17          **THE COURT:** Here's how you simplify it: Agarwal is an  
18 asshole, and you want me to make him stop being an asshole.  
19 That's simplifying it because that's literally what this is, at  
20 the end of the day. I don't have any ability to do that. I  
21 don't have any ability to do that.

22          **MR. CARSEY:** Well, Your Honor --

23          **THE COURT:** These stupid text messages, they're dumb.  
24 Can I -- can I make him stop sending these dumb text messages?  
25 No, not really.

1 I can -- I can actually do an order that says, "Stop  
2 sending text messages to this man. He is represented by  
3 counsel."

4 Okay. Then what? He sends another text message, and  
5 I say, "I told you to stop doing that," and then what?

6 So let me make sure that I understand something.  
7 He -- has he been served, at all, in this lawsuit? Have you  
8 guys served him in this lawsuit?

9 **MR. CARSEY:** We have -- we have delivered the papers  
10 to him. He has everything, but as far as going through the  
11 Central Authority in India, that is in process. So --

12 **THE COURT:** Okay. How long does that take? I know  
13 that those -- those sometimes take a while. How long does that  
14 generally take, or do you have any idea?

15 **MR. CARSEY:** Well, with the way -- with the way global  
16 mailing and everything is going right now, I was shooting --  
17 with my request, I was shooting to have a hearing on the  
18 preliminary injunction, like, in 20 to 25 days. I think that we  
19 could get it accomplished by then.

20 In the meantime --

21 **THE COURT:** You can get service -- you can get service  
22 by then?

23 **MR. CARSEY:** Yes. Yes, yes, yes.

24 **THE COURT:** Here's my suggestion -- here's my  
25 suggestion to you because at the end of the day, the resolution

1 of this whole thing is going to turn on GoDaddy's willingness to  
2 go ahead and release the names.

10:45:20 3 Now, if they send -- if they file an affidavit or an  
4 intervention in this case saying, "Hey, we're happy to have an  
5 order from the Court enjoining us from freezing this" -- "these  
6 domain names or this account," then -- you know, then it's a  
7 whole different day. But right now I don't have anything other  
8 than you saying, Well, they said it was all right.

10:45:40 9 Okay. How does that even sound in terms of a  
10 representation to the Court? That just sounds like completely  
11 hollow and unsupported, and I'm not buying what you're selling  
12 on that one.

10:45:51 13 **MR. CARSEY:** Well, Your Honor --

10:45:52 14 **THE COURT:** If they said it was all right, then they  
15 should have put it in writing.

10:45:55 16 **MR. CARSEY:** Well, you're -- you're absolutely right,  
17 Your Honor, and that's one of the reasons why, with working with  
18 GoDaddy, I -- I have copied GoDaddy's counsel on everything, and  
19 I will talk with GoDaddy's counsel, and we will get something  
20 for the Court.

10:46:11 21 **THE COURT:** Okay. That's fine. Because if I had  
22 something from them, that would make me feel a little bit  
23 better.

10:46:15 24 But -- but the other problem is, for me, you're --  
25 you're pursuing this claim against Mr. Agarwal for tortious



1 interference, right?

10:46:32 2 **MR. CARSEY:** Yes.

10:46:35 3 **THE COURT:** I don't think that you've met the elements  
4 of showing that you can win on the merits on a tortious  
5 interference claim.

10:46:43 6 **MR. CARSEY:** Well, Your Honor, that -- that's what I  
7 thought the hearing for preliminary injunction was on. I'm just  
8 trying to get a TRO before the hearing on the preliminary  
9 injunction. I mean, I plan on --

10:46:54 10 **THE COURT:** No, no, no. Let me make sure that  
11 you're -- that you're clearly hearing me.

10:46:59 12 The tortious interference is that by doing what he  
13 did, which is filing the lawsuit, he interfered with your  
14 contractual arrangement with GoDaddy, except that when he filed  
15 the lawsuit, GoDaddy essentially did what they were allowed to  
16 do under the contract, that very first document that you showed  
17 me, which is they can say King's X and put a hold on everything  
18 until litigation between other people is resolved.

10:47:41 19 So that's not evidence of a tortious interference with  
20 a contract. He did what he wanted to do in pursuing litigation.  
21 GoDaddy is not actually violating the contract. They're  
22 actually acting in conformance with the contract -- with their  
23 contractual rights, and their contractual right is to go ahead  
24 and put a hold on the domain names while they wait to see what  
25 the outcome of the other litigation might be.

10:48:04 1 So, to me, you're not going to show me that that  
2 amounts to tortious interference. So here's what I was going to  
3 say: My suggestion -- I was trying to say this a few minutes  
4 ago.

10:48:14 5 My suggestion to you is that instead of trying to  
6 pursue injunctive relief either through a TRO, which I'm not  
7 granting today, or a preliminary injunction in 20 days, which  
8 I'm unlikely to grant even then because I still don't think that  
9 you'll be able to show tortious interference with the contract,  
10 because GoDaddy is acting in conformance with the contract, is  
11 to tee this thing up for a resolution and a trial on the merits  
12 quickly, as soon as you can get service, and we just go ahead  
13 and have a trial on the merits, because I don't think you're  
14 going to be able to get preliminary injunctive relief.

10:48:52 15 **MR. CARSEY:** And, Your Honor, may I --

10:48:56 16 **THE COURT:** I'll give you a quick trial between now  
17 and the end of the year.

10:48:59 18 **MR. CARSEY:** Yeah. Your Honor, I do appreciate that,  
19 and the -- the thing I would ask the Court is if GoDaddy was to  
20 give an affidavit in regard to entry of an order, does that --

10:49:15 21 **THE COURT:** Tell me how you -- tell me how you show  
22 that you're going to win on the merits of a tortious  
23 interference claim.

10:49:20 24 **MR. CARSEY:** Well, Your Honor, the tortious  
25 interference contract claim is -- is much broader than just

1 GoDaddy. It's interfering with every -- every interested buyer,  
2 every -- every buyer of the -- of these domains. And in regards  
3 to Memo.com and Vandalize, those were sold right before the  
4 locks, but the issue has been he's been just completely hounding  
5 the brokers, hounding the buyers, talking about how, you know,  
6 he's deserving of some broker fee and this, that and the  
7 other --

10:49:58 8 **THE COURT:** So what happened with those? Take that  
9 stuff off the screen. I can't even see you anymore.

10:50:02 10 **MR. CARSEY:** Oh, sorry. Sorry.

10:50:07 11 **THE COURT:** Okay.

10:50:07 12 **MR. CARSEY:** Thank you, Your Honor.

10:50:08 13 **THE COURT:** So did those sales get to go through?

10:50:10 14 **MR. CARSEY:** No. We've got --

10:50:11 15 **THE COURT:** They didn't happen?

10:50:12 16 **MR. CARSEY:** No. Eight -- we've got eight sales,  
17 okay, that did not go through, and --

10:50:18 18 **THE COURT:** Okay.

10:50:18 19 **MR. CARSEY:** -- I plan on putting on testimony -- and  
20 it's more than just the GoDaddy contract. This case is going to  
21 involve a lot of different contracts relating to his -- the  
22 operation of his business and what's been interfered with.

10:50:31 23 Mr. -- Mr. Agarwal has contacted, by e-mail, text,  
24 phone calls, several people in the industry that have -- have  
25 made it basically -- it has -- impossible to operate Mr. Oxley's

1 business in Houston, Texas.

10:50:49 2 **THE COURT:** Okay. So all these other people -- all  
3 these other entities he's interfering with, not just in this  
4 relationship between plaintiff and --

10:50:58 5 **MR. CARSEY:** Yeah. The reason why I focus on GoDaddy  
6 with regards to the motion is because GoDaddy holds the key to  
7 the domains being locked or unlocked.

10:51:05 8 **THE COURT:** Okay. Okay.

10:51:06 9 **MR. CARSEY:** But --

10:51:06 10 **THE COURT:** So you're saying that you don't want a --  
11 a quick disposition on the merits of the entire case --

10:51:13 12 **MR. CARSEY:** Oh, no, I would -- no. Your Honor, I  
13 think it's a great idea.

10:51:17 14 **THE COURT:** Okay. Okay. And you think you can get  
15 service in about 30 days.

10:51:24 16 **MR. CARSEY:** Yes. Pretty -- pretty positive. Right  
17 now, central authorities are open, and like I said, you know, I  
18 think the -- the tough part here is that, you know, I don't know  
19 how -- I don't know Mr. Agarwal's willingness to engage in this  
20 matter. I don't. It could be --

10:51:52 21 **THE COURT:** Well, he, apparently -- he has gotten a  
22 copy of the case -- of the lawsuit here.

10:51:56 23 **MR. CARSEY:** Yep.

10:51:57 24 **THE COURT:** He did write, in one of those -- those  
25 responses to the motion, that he understands he has 21 days to

1 file a response. So maybe if he files a response -- I'm going  
2 to rule on the motion for appointment of counsel. That's going  
3 to be denied because I don't have any lawyers to appoint to --  
4 to represent him.

10:52:15 5 And if he -- and if I advise him that he may proceed  
6 with filing his own answer in the lawsuit -- that he, you know,  
7 doesn't need to have counsel, that he can file a response  
8 himself. So if he decides to just go ahead and proceed with  
9 filing the response, that -- that, you know, maybe you don't  
10 have to wait for the, you know, official notice and all that and  
11 service through whatever the proceedings that they have in  
12 India.

10:52:40 13 So I can go ahead -- we can -- I don't know if you  
14 need to do any discovery. It doesn't really sound like you do,  
15 does it?

10:52:48 16 **MR. CARSEY:** No. No.

10:52:49 17 **THE COURT:** So that means that, you know, if we get  
18 service, I can go ahead and -- and -- and -- I think -- I mean,  
19 you could file motions, but in a sense, I think it would be a  
20 waste of time. Instead, I think that you should just get set  
21 for a trial date and just do a nonjury trial, because we're not  
22 doing jury trials right now, and you don't want to get caught in  
23 that --

10:53:09 24 **MR. CARSEY:** Yes. Yes.

10:53:10 25 **THE COURT:** My suggestion -- I don't know if you filed

1 it as a jury or nonjury, but my suggestion is just go ahead and  
2 file it as a nonjury case, and we try it, like, in October or  
3 whatever.

10:53:18 4 **MR. CARSEY:** Yes. Yes. Now, Your Honor, that sounds  
5 great, and so if I get the affidavit from GoDaddy, is the --  
6 does the Court still lack a willingness to enter in any sort  
7 of --

10:53:30 8 **THE COURT:** I don't see how you get a preliminary  
9 injunction. I do not see how you get a preliminary injunction.

10:53:34 10 **MR. CARSEY:** I know they're tough. I know they're  
11 tough. I just -- you know --

10:53:38 12 **THE COURT:** I mean, I just don't see how -- how, with  
13 respect -- I understand what you just explained to me just now,  
14 all these other things that he's interfering with. I get it  
15 now. There's a whole bunch more than just the GoDaddy  
16 situation. But with respect to just GoDaddy, I don't see how  
17 you make out a tortious interference claim.

10:53:53 18 **MR. CARSEY:** Uh-huh.

10:53:56 19 **THE COURT:** I just don't see how you get there because  
20 they're not -- the -- the -- there's -- by him filing the  
21 lawsuit -- I mean, I see that you're saying that it interferes  
22 with your ability to go ahead and get GoDaddy to unlock the  
23 thing, but they're acting in compliance with the contract. The  
24 contract says, We see that there's litigation. We can put a  
25 King's X because we don't want to be involved in that.

10:54:22 1 That's not interfering. They're actually acting in  
2 compliance with what their contractual rights are, and -- and  
3 I'm not going to enjoin them from -- from doing that, from  
4 acting in com- -- in conformance with what they already have the  
5 right to do. So huh-uh. I'm not doing that.

10:54:39 6 I think you should just go ahead and have a trial on  
7 the merits, and then that way GoDaddy -- if you get a ruling in  
8 your favor, then GoDaddy's completely off the hook for any  
9 potential future litigation, you know, save for what might  
10 happen in the courts in India. But then I'm sure that that --  
11 you know, that's not as much concern to GoDaddy U.S. as this  
12 case is. So they would probably be willing to move forward.

10:55:01 13 So let's just --

10:55:02 14 **MR. CARSEY:** Yeah.

10:55:02 15 **THE COURT:** Let's just set the case for trial.

10:55:04 16 **MR. CARSEY:** Okay. Thank you, Your Honor. What  
17 day --

10:55:06 18 **THE COURT:** Can I ask you to do this for me?

10:55:08 19 **MR. CARSEY:** Yes.

10:55:08 20 **THE COURT:** I'm going to go ahead and issue my one  
21 order today. That's denying the motion for appointment of  
22 counsel. I filed his letter request as a motion for appointment  
23 of counsel. We don't have any counsel.

10:55:20 24 I need you to give me a status report in -- I'm just  
25 going to say -- how about 20 days? And my status report is

1 asking for, Hey, how are you doing on getting service? That's  
2 it. That's all I really want to know.

10:55:33 3 **MR. CARSEY:** Okay.

10:55:36 4 **THE COURT:** And -- but maybe in the interim, if  
5 Mr. Agarwal files a complaint to the response in the interim,  
6 then we will -- you know, we can just go ahead and move forward.  
7 I'll give you a -- I'll give you an October trial setting. I  
8 don't know when.

10:55:54 9 **MR. CARSEY:** Perfect.

10:55:55 10 **THE COURT:** September -- September docket call.

10:55:57 11 Byron, what's the date of docket call?

10:56:05 12 **THE CASE MANAGER:** October --

10:56:06 13 **THE COURT:** Sorry. Hold on. That's what I get for  
14 still having a phone at home. Hold on. Oh, crud. It's never  
15 anybody. I don't even know why I still keep a phone.

10:56:25 16 Okay. I just keep worrying that there's going to be a  
17 hurricane one day, and that's going to be the only phone that'll  
18 work.

10:56:33 19 Byron, what's the date for September docket call?

10:56:36 20 **THE CASE MANAGER:** September 25 at 1:30.

10:56:39 21 **THE COURT:** Okay. September 25 at 1:30 is your docket  
22 call. October trial setting. One-day bench trial.

10:56:52 23 **MR. CARSEY:** And, Your Honor, if I -- I would -- I  
24 would take it that -- that we probably -- it'll be kind of up in  
25 the air as to where things are, I'm sure, in September and



1 October. It's -- I know it's been crazy.

10:57:07 2 **THE COURT:** In terms of what?

10:57:08 3 **MR. CARSEY:** The court. I guess this would be --

10:57:10 4 **THE COURT:** Oh, you mean in terms of whether it'll be  
5 live or whether it'll be on Zoom?

10:57:15 6 **MR. CARSEY:** Yeah.

10:57:15 7 **THE COURT:** We don't know yet.

10:57:17 8 **MR. CARSEY:** Yeah. Yeah.

10:57:17 9 **THE COURT:** I mean, ostensibly we can do -- the  
10 courthouse is open. So, ostensibly, we can do bench trials  
11 live, if we want to. We're not doing jury trials, but we're --  
12 we could do a bench trial live if -- if there was some reason to  
13 do it live and people just wanted to be in the courtroom for  
14 some reason.

10:57:39 15 We're -- we're kind of getting all outfitted up with  
16 all the plexiglass and all that other nonsense, and -- so we  
17 could do -- in fact, I think -- I think I have a bench trial in  
18 August live, maybe. Maybe not. I don't know. People may not  
19 come.

10:57:55 20 But in any event, it could be either way. It can  
21 either be live, or it can be on -- it can be on Zoom. How  
22 many -- why? How many witnesses would it be?

10:58:04 23 **MR. CARSEY:** Oh, well, I'm -- I'm going to keep it to  
24 about three.

10:58:08 25 **THE COURT:** Okay.

10:58:09 1           **MR. CARSEY:** And -- and --

10:58:10 2           **THE COURT:** I mean, unless you just want to come to  
3 Houston, come on down to this Petri dish --

10:58:15 4           **MR. CARSEY:** Oh, well, Your Honor, I will tell you --  
5 and you're right about that. I actually have practiced in Texas  
6 more than I do in Oklahoma. In fact, I clerked in -- for -- you  
7 may know Judge Hines of the Eastern District -- years ago. He  
8 says --

10:58:31 9           **THE COURT:** No, I don't know -- I don't think so.  
10 I've been here --

10:58:35 11          **MR. CARSEY:** I lived in Beaumont for -- for -- when I  
12 graduated from law school, I clerked in Beaumont, Texas, for two  
13 years --

10:58:41 14          **THE COURT:** Okay.

10:58:42 15          **MR. CARSEY:** -- for Judge Earl Hines.

10:58:44 16          **THE COURT:** Okay. That must have been before my time.  
17 When -- what year was that?

10:58:50 18          **MR. CARSEY:** It would have been in 2004 and 2005.

10:58:55 19          **THE COURT:** I don't know -- I don't know who that is.  
20 I was here then. I don't know the name.

10:58:59 21          **MR. CARSEY:** Well, that's why I -- I've always said  
22 that, you know, the different districts should intermingle more.

10:59:06 23          **THE COURT:** We -- once a year, we get together -- or  
24 once every other year now. We don't even do it every year now.  
25 We do it, like, every -- every other year now. We didn't even

1 do it this year, obviously, but -- but in any event, that's the  
2 way that that goes.

10:59:19 3 But if you -- if you just want to come to Houston, I  
4 mean, I'm here. I can -- I can have a bench trial live in the  
5 courtroom, or we can do it on video. Doesn't make any  
6 difference to me, you know, whichever -- whichever works because  
7 I'll probably be back in the courthouse. So it doesn't make me  
8 any difference.

10:59:43 9 **MR. CARSEY:** Well, thank you, Your Honor, for the  
10 Court's time.

10:59:45 11 **THE COURT:** All right. Take care.

10:59:48 12 **MR. CARSEY:** Take care.

10:59:49 13 **THE COURT:** Uh-huh. Bye-bye.

10:59:50 14 *(Proceedings concluded at 10:59 a.m.)*

15 -o0o-

16 I certify that the foregoing is a correct transcript  
17 from the record of proceedings in the above matter to the best  
18 of my ability and skill, and that any indiscernible designations  
19 are because of audio interference that precluded me from  
20 understanding the words spoken.

21  
22 Date: September 10, 2020

23 /s/ Heather Alcaraz  
24 Signature of Court Reporter  
25

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**Y**

**Your Honor...** [6] 36/12  
38/4 39/16 40/23 42/4 43/9

**Z**

**Z-E-C-C-H-I-N-I** [1] 15/19  
**Zecchini** [3] 4/24 15/13  
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**zoom** [5] 2/13 2/15 11/5  
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